

GREENBERG TRAURIG, LLP

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Counsel to IKEA Property, Inc.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

BED BATH & BEYOND INC., et al.,

Debtors.¹

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

APPLICATION FOR ORDER SHORTENING TIME

TO: THE HONORABLE VINCENT F. PAPALIA,
UNITED STATES BANKRUPTCY JUDGE:

Ikea Property, Inc. (“Ikea”) requests that the time period to notice a hearing on Ikea’s *Motion for Entry of an Order Compelling Debtors’ Payment of Certain Post-Petition Rent and Other Obligations Due Pursuant to 11 U.S.C. § 365(d)(3)* (the “Motion”)² as required by Fed. R. Bankr. P. 2002 be shortened pursuant to Fed. R. Bankr. P. 9006(c)(1) and respectfully submits:

1. **A shortened time hearing is requested because:** As described in further detail in the Motion, BBB is the tenant of certain nonresidential property pursuant to a lease agreement (the “Lease Agreement”) with Ikea, as landlord. Ikea has failed to timely pay to Ikea all of its post-

¹ The last four digits of Debtor Bed Bath & Beyond Inc.’s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor’s tax identification number may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.’s principal place of business and the Debtors’ service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

petition rent due and owing under the Lease Agreement in accordance with section 365(d)(3) of the Bankruptcy Code, which requires BBB to “timely” pay all obligations that become due and owing under the Lease Agreement post-petition. 11 U.S.C. § 365(d)(3); *see In re Montgomery Ward Holding Corp.*, 268 F.3d 205, 209 (3d Cir. 2001). Ikea has made multiple efforts to resolve the unpaid post-petition rent issue with Debtors’ counsel, but these efforts have not resulted in full payment. Therefore, Ikea must turn to the Court and seeks entry of an order compelling payment of rent due and owing under the Lease Agreement. It is imperative that the Motion is heard as soon as practicable to avoid any further post-petition arrears under the Lease Agreement. Ikea does not believe that any party will be prejudiced by the shortened notice for a hearing.

2. **State the hearing dates requested:** Ikea respectfully requests that the Court hear the Motion on July 18, 2023 at 2:30 p.m. (E.T.), the date that the Debtors and other parties in interest are scheduled to appear before the Court to consider the relief requested in various motions.

3. Reduction of the time period is not prohibited under Fed. R. Bankr. P 9006(c)(1).

WHEREFORE, Ikea respectfully requests entry of the proposed order shortening time, in substantially the form submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: July 5, 2023

GREENBERG TRAURIG, LLP

By: /s/ Paul H. Schafhauser
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CERTIFICATE OF SERVICE

I certify that on July 5, 2023, a true and correct copy of the foregoing document was served by (i) the Electronic Case Filing System for the United States Bankruptcy Court for the District of New Jersey on those parties registered to receive electronic notices and (ii) electronic mail on counsel to the Debtors.

By: */s/ Paul H. Schafhauser*
Paul H. Schafhauser, Esq.